

The Honorable Robert S. Lasnik

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ADRIENNE BENSON AND MARY  
SIMONSON, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

DOUBLE DOWN INTERACTIVE, LLC, et al.,

Defendants.

No. 2:18-cv-00525-RSL

DOUBLE DOWN INTERACTIVE,  
LLC'S RESPONSE TO  
INTERNATIONAL GAME  
TECHNOLOGY'S AND IGT'S  
MOTION TO SEAL RESPONSE TO  
PLAINTIFFS' MOTION FOR  
CLASS CERTIFICATION AND  
PRELIMINARY INJUNCTION

NOTED ON MOTION CALENDAR:  
May 28, 2021

## I. INTRODUCTION

Double Down Interactive, LLC (“Double Down”) respectfully submits this response to International Game Technology and IGT’s Motion to Seal Response to Plaintiffs’ Motion for Class Certification and Preliminary Injunction (“IGT’s Motion”). Dkt. 274. IGT’s Motion requests this Court seal Exhibits A-D of its Response to Plaintiffs’ Motion for Class Certification and Preliminary Injunction (“IGT’s Response”); these exhibits contain confidential agreements between IGT and Double Down’s parent company DoubleUDiamond LLC (“DoubleU”). These contracts have been properly designated as “Confidential” under the Stipulated Protective Order in this case. Dkt. 123, because the information in these exhibits is sensitive commercial information the disclosure of which would risk harm to both IGT’s and Double Down’s competitive position within its industry. *See* Dkt. 123 § 2.1.

## II. ARGUMENT

As the Ninth Circuit and courts in this district have recognized, a district court may seal records when it finds a “compelling reason . . . to keep certain judicial records secret.” *Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1096-97 (9th Cir. 2016) (quoting *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006)).

Here, the underlying information consists of confidential financial and contractual information, such as licensing fees, royalties, and sensitive negotiated business terms. Dkt. 274 at 3. This is “business information that might harm a litigant’s competitive standing.” *Ctr. for Auto Safety*, 809 F.3d at 1096-97; *see also Nat’l Prods., Inc. v. Aqua Box Prods., LLC*, 2013 WL 12106901, at \*1 (W.D. Wash. Mar. 25, 2013) (granting motion to seal party’s confidential sales data to prevent harm to party’s “competitive position with respect to future business”); *BBC Grp. NV LLC v. Island Life Rest. Grp. LLC*, 2020 WL 978260, at \*2-3 (W.D. Wash. Feb. 28, 2020) (granting motion to seal financial and banking information to prevent disclosure to business competitors).

Specifically, these exhibits include the confidential formula for DoubleU’s licensing fee, information on royalty payments, discussions of insurance, and confidential contractual terms.

1 This information could be utilized by both parties' competitors to gain a competitive advantage.  
2 For this very reason, Double Down maintains the confidentiality of these agreements and would  
3 not release them publicly. Declaration of Joe Sigrist ("Sigrist Decl.") ¶ X.

4 The commercially sensitive nature of these agreements and the risk of competitive harm  
5 posed by their disclosure substantially outweighs any public interest in their viewing.

6 Maintaining Exhibits A-D under seal to protect IGT's and Double Down's proprietary sensitive  
7 business information will not interfere with the public's ability to understand IGT's Response  
8 because, although the contractual agreements are cited to, viewing their contents and negotiated  
9 terms is not necessary to understanding the legal arguments underpinning IGT's Response. *See*  
10 Dkt. 271 (citing sparingly to Exhibits A-D). Consequently, the public's need to view these  
11 documents is outweighed by IGT and Double Down's need to keep the information confidential.

12 Accordingly, IGT's Motion should be granted. *See, e.g., FTC v. Amazon.com, Inc.*, 2016  
13 WL 4447049, at \*2-3 (W.D. Wash. Aug. 24, 2016) (partially granting motion to seal where the  
14 risk of competitive harm outweighed the public interest in disclosing sensitive commercial  
15 information that was not heavily relied upon by the court when considering the underlying  
16 motion). Sealing Exhibits A-D of IGT's Response, and the limited references to it within IGT's  
17 Response, is necessary to protect IGT's and Double U's sensitive contractual terms, and is in  
18 compliance with the parties' Stipulated Protective Order and the governing law. For these  
19 reasons, Double Down respectfully requests that the Court grant IGT's Motion and maintain  
20 these exhibits under seal.

1 DATED this 24th day of May, 2021.

2 DAVIS WRIGHT TREMAINE LLP

3 Attorneys for Double Down Interactive, LLC

4 By s/ Jaime Drozd Allen

5 Jaime Drozd Allen, WSBA #35742  
6 Stuart R. Dunwoody, WSBA #13948  
7 Cyrus E. Ansari, WSBA #52966  
8 Benjamin J. Robbins, WSBA #53376  
9 Jordan Harris, WSBA #55499  
10 920 Fifth Avenue, Suite 3300  
11 Seattle, Washington 98104  
12 Telephone: 206-757-8039  
13 Fax: 206-757-7039  
14 E-mail: jaimeallen@dwt.com  
15 E-mail: stuardunwoody@dwt.com  
16 E-mail: cyrusansari@dwt.com  
17 E-mail: benrobbins@dwt.com  
18 E-mail: jordanharris@dwt.com

19 Sean M. Sullivan (admitted pro hac vice)  
20 Sarah Burns (admitted pro hac vice)  
21 865 South Figueroa Street  
22 Los Angeles, CA 90017  
23 Telephone: 213-633-6800  
24 Fax: 213-633-6899  
25 E-mail: seansullivan@dwt.com  
26 E-mail: sarahburns@dwt.com